

APPENDIX 2

Ross University

SCHOOL OF MEDICINE

480 WEST 34TH STREET

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NEW YORK, NEW YORK 10001

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CAMPUS:
PORTSMOUTH, DOMINICA, WEST INDIES

FAX 212-629-3147

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REDACTED

THIS AGREEMENT, made this 29th day of December 1997 by and between the Ross University School of Medicine, (hereinafter referred to as "School") and Wyckoff Hospital (hereinafter called "Hospital").

WHEREAS, the University, through its School of Medicine, is engaged in the education of physicians at Ross University School of Medicine – Portsmouth, Dominica and

WHEREAS, the Hospital, organized under the laws of the State of New York with its principal place of business at 374 Stockholm Street, Brooklyn, NY 11237 is providing health care services in appropriate facilities; and is desirous of teaching clinical clerks; and

WHEREAS, both parties recognize that they share mutual goals related to optimum patient care, and excellence of undergraduate medical education; and

WHEREAS, the School is desirous of utilizing the clinical facilities and teaching resources of the Hospital to assist in providing educational experiences for its medical students; and;

WHEREAS, the Hospital is willing to make such clinical facilities, resources available and is desirous of instructing, guiding, and educating these same students.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, it is agreed as follows:

- (1) The Hospital agrees to accept medical students of the School per year during the term of this Agreement and to make available to such students supervised use of its patient related facilities and services, with access to diagnostic and therapeutic regimens of in-patients and out-patients*, to their charts and medical records, and to the medical library, and all diagnostic, therapeutic, in-patient and out-patient areas as part of the School's educational programs for such students.

* With proper disclosure and acceptance by patients concerned.

- (2) The Hospital agrees that students shall be permitted to rotate through the Departments of Internal Medicine, Surgery, Ob/Gyn, Family Practice and Pediatrics and that at all times appropriate supervision by professional staff members will be provided. The protocol for educational programs for students, collectively and individually, in each department shall be developed and implemented in accordance with the School's policies for clinical clerkships by the Chief Medical Officer for Administration in consultation with the School's Dean.
- (3) The Hospital agrees to provide staff physicians, residents, and/or interns acceptable to the School as student instructors which instructors, will provide guidance, instruction, and feedback to the students and act as intermediaries between the medical students and the medical staff. The School of Medicine will grant supervising physicians faculty appointments in accordance with the School's faculty appointment policy. Within one week following completion of a clerkship rotation by each student, the Hospital agrees to submit to the school a completed copy of the School's Clerkship Evaluation Form filled out by the supervising physician and where appropriate countersigned by the Director of Undergraduate Medical Education.

- (4) Hospital shall insure that all department heads in core subject areas will be either board-certified or board-eligible.
 - (5) Hospital represents that it will maintain a minimum daily census adequate to meet the instructional needs of the number of students enrolled in each course are of clinical instruction.
 - (6) The Hospital will make available to the student all ongoing educational programs in the Hospital.
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- (7) The School agrees that all of its medical students placed at the Hospital during the term of this Agreement, shall abide by the rules, regulations, and policies and procedures of the Hospital as they apply to the medical student and that Hospital reserves the right to dismiss any student who does not follow these specific rules of conduct.
 - (8) The Hospital shall, as a minimum, make available to each student assigned, access to its Hospital cafeteria facility.
 - (9) The Hospital agrees to implement its Clinical Education Program which is in accordance with the School's clinical education program.
 - (10) The Hospital agrees to furnish the Dean names and Curriculum Vitae of physicians interested in and qualified for appointment as Clinical Faculty Members.
 - (11) Faculty appointments from Ross University will be for a minimum of one year from the commencement of the implementation of the Clinical Teaching Program.

- (12) Appointment and reappointment of faculty members will be made by the Dean.

Termination of a Faculty Member may be made if substandard performance is documented.

- (13) The Hospital agrees to recommend persons for faculty appointment and to implement the Clinical Teaching Unit commencing within 30 days after the signing of this Agreement.

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- (14) The Hospital understands that as part of the educational program appropriate officials of the University will make periodic visits to review the educational program. The Hospital agrees that during such visits persons involved with the program will be available for consultation and discussion.

- (15) This Agreement shall be effective upon signing by both parties, and shall remain in full force and effect in perpetuity subject, however, to the right of either party to modify or terminate at any time upon 60 days advance notice in writing.

Notice shall be by certified mail, return receipt requested, addressed as follows:

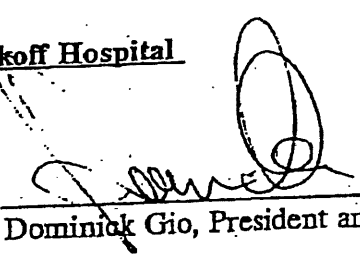
TO HOSPITAL Wyckoff Heights Medical Center
374 Stockholm St., Brooklyn, New York 11237
Attn: Dr. Freiberg

TO UNIVERSITY Ross University School of Medicine
460 West 34th St., New York, NY 10001
Attn: Dr. Nancy Perri

IN WITNESS WHEREOF, The parties hereto executed this agreement the day and year first above written.

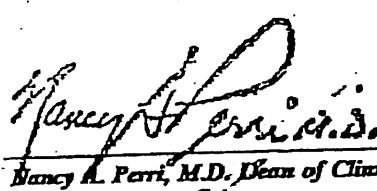
Wyckoff Hospital

BY:

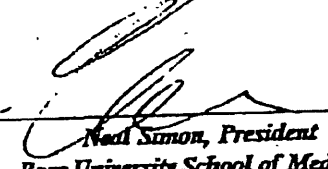

Dominick Gio, President and CEO

**ROSS UNIVERSITY
SCHOOL OF MEDICINE**

BY:


Nancy A. Perri, M.D., Dean of Clinical Science

BY:


Neal Simon, President
Ross University School of Medicine

***Addendum to Contract Between Ross University and
Wycoff Hospital***

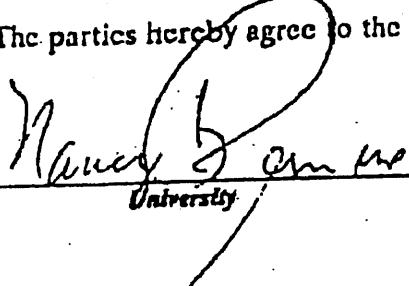
This addendum to the contract between Ross University and _____ dated _____ 1997, sets out the financial conditions of said contract whereby Ross University hereby agrees that it will pay \$200.00 per week, per student, for each of its students that participate in a clinical clerkship at Wycoff Hospital.

All clinical clerkship fees will be due and payable to the Hospital within thirty (30) days after University receives a completed clinical evaluation from the hospital and a bill from the hospital indicating the amount owed.

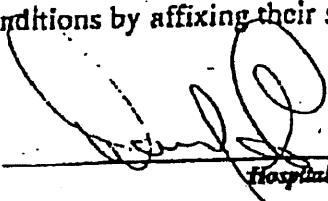
The University will provide library support at an initial payment of \$10,000 and then \$5,000 annually while the contract is in full effect.

The University will provide monies for secretarial support at an amount to be determined on the basis of the size of the student program.

The parties hereby agree to the above financial conditions by affixing their signatures below.



University



Hospital